

BUREAU OF HEALTH SERVICES ADMINISTRATION

CONTRACT GUIDE FOR PROGRAM STAFF

December 2005

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SECTION 1

TENNESSEE DEPARTMENT OF HEALTH BUREAU OF HEALTH SERVICES ADMINISTRATION CONTRACT GUIDE FOR PROGRAM STAFF December 2005

Welcome. The purpose of this training is to provide you with valuable information on what is required to complete the contract process and get an approved contract in place. Contract Processing is a part of the Fiscal Services Section of the Bureau of Health Services (HSA).

Linda Parker, Manager – Responsible for the overall management of the Team of Contract Administrators Telephone: 532-7771.

Terrie Nelson, Supervisor - Telephone: 532-2206

Glenda Case, Contract Administrator – Telephone: 253-5851.

Clister Hilliard, Contract Administrator – Telephone: 741-2985.

Pat Kain, Contract Administrator – Telephone: 741-2974.

Each contract administrator is responsible for specific contracts as noted on the following page. However, each team member is available to assist you. Please do not hesitate to give us a call whenever you have a question. Sometimes a telephone call can prevent a delay in processing a contract.

The contract section works closely with accounting staff in the Fiscal Services Section. They are as follows:

Bertha Deweese – Allotment Code 343.49, 343.53 and 343.60 – Telephone: 532-2214 Cristina Alford – Allotment Code 343.39, 343.45, 343.47, and 343.52 – Telephone: 253-3406

Our purpose is to assist you in getting contracts processed through the State system as quickly as possible. We encourage you to ask questions, and to understand that we must follow established policies and procedures, which are updated from time to time.

WORK ASSIGNMENTS - August 1, 2005

PAT KAIN – 741-2974

Families First; Family Planning, Secretarial Support, Sullivan County; BT Hospital; Breast and Cervical Cancer, Mini Multi for Community Services, Hemophilia, Traumatic Brain Injury, Dental, WIC/CSFP, Mississippi Delta, Lead, HUGS, TB and Immunization

GLENDA CASE – 253-5851

Abstinence, Genetics, Healthy Start, BT Hospital, TAPP, Hearing Screening, General Environmental Health, EPSDT (TennderCare), SHIP, SHIP DG, Health Promotion, Renal, Toll Free Baby Hotline, School Health, *RFP/RFGP

CLISTER HILLIARD - 741-2985

CPI, Rape and Sexual Assault, Rural Health, BT Hospital, Tobacco, and Diabetes

TERRIE NELSON - 532-2205

Ryan White, HOPWA, Prevention, BT Hospital, BT-DGA, Ryan White DP, STD, COE, CEDS, Epilepsy, Health Services Medical – Bureau, Health Access, Poison Control, Practice Incentive, and *RFP/RFGP

LINDA PARKER – 532-7771

DG for Local Health, Local Health Contracts, DP for Medical Services, BT Hospital, Affiliation Agreements, Dual Services Agreements, TennCare Revenue, Williamson County Dental and Physician Services, Tennessee Tech – Revenue, ETSU, Nursing, Medical Examiner.

*Glenda and Terrie will be sharing responsibility for RFP's and RFGP's. If you anticipate submitting an RFP or RFGP please contact Terrie for specific details as to the process.

CONTRACT PROCESSING DEADLINES

(For Renewal Contracts)

For contracts with a start date of July 1:

January – Submit CPW's for contracts that historically take several months to obtain approval, i.e. UT, Metros, Vanderbilt, other hospitals.

February and March – Submit CPW's for other routine contracts.

April, May, June - complete approval process, and have approved contract in place July 1.

For contracts with a start date of September 1:

March – Submit CPW's for contracts that historically take several months to obtain approval.

April and May – Submit CPW's for routine contracts.

June, July, August – Complete approval process, and have approved contract in place

September 1.

For contracts with a start date of October 1:

April - Submit CPW's for contracts that historically take several months to obtain approval.

May and June – Submit CPW's for routine contracts.

July, August, September –Complete approval process, and have approved contract in place October 1.

For contracts with a start date of January 1:

July - Submit CPW's for contracts that historically take several months to obtain approval.

August and September - Submit CPW's for other routine contracts.

October, November, December – complete approval process and have approved contract in place January 1.

For contracts with a start date of April 1:

October 1 – Submit CPW's for contracts that historically take several months to obtain approval.

November and December – Submit CPW's for other routine contracts.

January, February, March – complete approval process and have approved contract in place April 1.

For new contracts the initial paperwork should be submitted electronically to the Bureau Contract Staff at least three (3) months prior to the start date of the contract.

Delegated Grant Authority, Request for Proposals, and Request for Grant Proposals—The initial paperwork should be submitted electronically to the Bureau Contract Staff at least six months prior to the start date of the proposed contract.

"All new and amended Non Competitive Fee-For-Service contracts require **prior** approval from Finance & Adminstration (F&A) sixty (60) days before the start date of contract/amendment. To prevent submitting a less than sixty (60) days memo of justification, submit your request to the Bureau Contract office seventy five(75) days prior to contract/amendment start date."

Go to www.state.tn.us/finance/rds/ocr/model.html under **Procurement Method** to locate forms entitled Non-Competitive Contract and Non-Competitive Amendment

CONTRACT/GRANT PROCESSING CHECKLIST

The Bureau of Health Services, Contract Section, requires the following information in order to begin processing a Grant or Contract. *It is the program's responsibility to obtain this information and assure that it is factual and current as of the date this checklist is submitted.* This checklist applies to governmental entities, non-profit, and profit. If a particular item is required by a specific entity, it is so noted.

Procurements Requiring	<u>Prior Approval</u> (before actual Contract can be initiated)
	lest: Competitive Negotiation (greater than \$10,000) – Requires F&A oval. Must be submitted 60 days prior to start date. Used in lieu of RFP process.
	Non-Competitive Contract (No greater than \$5,000) – Requires F&A oval. Must be submitted 60 days prior to start date.
	Non-Competitive Amendment – Requires F&A approval. Must be submitted as prior to the start date of the amendment.
	lest: Alternative Procurement Method - Requires F&A approval. Must be itted 60 days prior to start date.
	Exception Request - This request is submitted to F&A when an exception to the governing service contracts is sought.
subm	Cost Contract Request - Requires F&A approval. Must be ditted 60 days prior to start date. Prior approval is not required for federal, or essee state or local government entity or education institution.
subm	enue Contract Request - Requires F&A approval. Must be a ditted 60 days prior to start date. Prior approval is not required for federal, or essee state or local government entity or education institution.
Contract I	Processing Worksheet (Intent)
-	ervices – Should be in logical sequence, and address who, what, ere, why, how many, and how often.
Contract I	Processing Checklist (copy)
Fiscal Rev	iew Committee Questionnaire (see forms)
Legal Nam	ne of Contractor/Grantee to be used in Contract/Grant
Federal ID	# (Verified against STARS)
ACH Form	n (if not in STARS)
Substitute	W-9 (if not in STARS)

	Name, Title, Phone Fax Number and e-mail address of Authorized Signer
	(For Non-Profit , if someone other than the Board Chairperson is named as authorized signer copy of resolution of appointment of authorized signer must be submitted.)
	SPRS Registry Confirmation (attach copy of confirmation) – Does not apply
	to governmental agencies.
	(To Register <u>www.state.tn.us/finance/rds/ocr/sprs.html</u>)
_	Contractor Ownership as listed on SPRS.
	Grant Budget (round to nearest \$100)
	Budget Line Item Details
	Salaries Detail (line item actual/total rounded)
	Professional Fees/Grant & Awards Detail – (line item actual/total
	rounded)
	Subgrants (if applicable)
	Travel/Conference & Meeting Detail – (line item actual/total rounded)
	Interest (line item actual/total rounded)
	Depreciation (line item actual/total rounded)
	Other Non-Personnel (line item actual/total rounded)
	Capital Purchases Detail (if \$5,000 per item or more) (line item
	actual/total rounded)
	Form UCC1 (Rev. 7/29/1998) http://www.state.tn.us/sos/forms/uccn1.
	Indirect/Admin. Documentation

PAPERWORK NEEDED FROM PROGRAMS

To process your Contract, Amendment or Revision in the timeliest manner possible it is essential that we receive only the following paperwork:

Renewal or New Contract: Contract Processing Worksheet, Grant Budget Pages, Scope of Service,

Fiscal Review Committee Question (FRCQ) and Procurement Process

Summary

Amendment: Contract Processing Worksheet, Grant Budget Pages and Procurement

Process Summary

Revision: Letter or e-mail from Vendor requesting the Revision, your approval

either hard copy or e-mail, Nine Column Budget Summary and Grant

Budget Pages

All forms should be e-mailed to your Contract Administrator.

INSTRUCTIONS FOR CONTRACT PROCESSING WORKSHEET

The Contract Processing Worksheet (Intent) should be completed for every transaction you send to the Bureau.

WE NEED TO KNOW:

For RFP, RFGP, and new contracts – Is the Bureau Director aware of this request?

Program Submitting Contract – This should be the name of the Program; not the Section.

Program Contact and Telephone number – This is the person designated to receive a draft of proposed contract by e-mail. That person will have 5 workdays to review the draft and to respond by either approving what was sent to them, or identifying changes in their response back to their contract contact in the Bureau Office. If a response is not received from the designated program person within the 5 workdays, we will proceed to process the contract.

If a renewal or amendment, we need to know prior contract # and RFS# in order to locate previous paperwork. Is this contract the result of a Request for Proposal (RFP), Request for Grant Proposal (RFGP) or issued under a Delegated Grant Authority (DGA)?

Contractor – This is the complete legal name that is to be used in the contract.

Federal ID# - This is the number that is located on STARS. It should be preceded by either a "C" or "V", and should have a two-digit suffix. Also, you need to *verify that the ID# you submit is linked to an automatic deposit number*.

Authorized Signer's Name and Title – Verify this with the proposed contractor; it will appear on the signature page of the contract. Contractor's <u>street address</u>, telephone, FAX number and e-mail address should be included. This information is needed by Bureau Contract staff when sending documents to the vendor. If the contract is to be sent to someone other than the authorized signer to obtain the signature, provide the name, title, address, and telephone number.

If more than one person is required to sign the grant/contract, provide names and titles. Confirm the information with the grantee/contractor and submit as a separate document.

A brief description of the service is required for use by the bureau contract staff on other documents, which have to be submitted to DCR and F&A.

Service Area County Code – This is required by DCR and F&A. If a contract covers the entire state, use the code STW. If it covers a region, use the county code for the county where the main office of the contractor is located.

Is the Vendor registered in the State of Tennessee Service Provider Registry (SPRS)? (All vendors should be registered including those selected by a RFP or RFGP process). A vendor must be registered before a contract will be approved by F&A. Government entities are not required to register. We also need to know contractor ownership and Contractor Selection Method.

Does State need Business Associate Agreement (BAA) with Contractor? This information is required by DCR in order to add new vendors to the master contract list that is maintained by F&A. If not sure whether a BAA is required, contact John Roberts at 615 741-3702 or e-mail <u>John.Roberts@state.tn.us</u>.

Procurement Method

Competitive – If a RFP or RFGP was issued, attach the documentation. Non-Competitive – attach appropriate documentation

Funding – The total contract amount is the amount of the contract you are requesting. The current year amount would be the same, and this column does not have to be completed unless the contract is for more than one year. Prior year would be the previous amount of the contract, and amount of difference is the difference in prior amount and total contract amount.

Personnel Expenses – Total amount including salary and benefits.

State Funding

Federal Funding – This could be from more than one funding source. (Include CFDA# and name of Grant.)

Other Funding – Could be interdepartmental

Allotment Code and Cost Center – (For county contracts, this would be the county code plus 00A.)

Number of positions – This information is used by DCR to answer inquires from legislators. To calculate this you should add the percent of time entered on your salary detail and divide by 100.

The multiple blocks are to be used for contracts that are funded from more than one allotment code and cost center. For multiple year contracts, provide amount of funding for each year.

Under Review/Approvals – The Program Contract Developer is the program person who developed the contract. Section/Regional Director – must be completed by Section/Regional Director or their designee.

Other information to be completed by Bureau Contract Staff.

TDOH CONTRAC	CT PROCESSIN	G WORKSHI	EET	Today's Date _				
Program Submitting (Contract			Contract Tracking #				
Program Contact		Phone #		Prior Contract #				
CONTRACT TERM:	FROM	ТО		Prior RFS #				
Check One New Renewal	Contractor:				Fed ID #:			
Check One Amend #	Contractor Address							
Revenue DPA	City, State & Zip:							
DGA NC Other	Brief Description	of Service:						
Statewide	Service Area Cour	nty Code:	Vendor Register	red in SPRS: Yes	No	(form sent to vendor		
Out of Country	Does State need B	susiness Associate	Agreement with	Contractor? Yes	s No			
Procurement Metho	od: * Comp	etitive (attach o	locumentation)	* Non-Comp	etitive (attac	ch justification)		
Funding	TOTAL CONTRACT AMOUNT	CURRENT YEAR AMOUNT	PRIOR AMOUNT	AMOUNT OF DIFFERENCE	For	Multiple \$		
Contract Amount					343.			
Personnel Expenses								
Total State Funding					343.			
Total Federal Funding Type: Type:					343.			
Total Other Funding Type: Allot. Code & CC					Contract to Vendor Vendor to	Date:		
Number of Positions					Bureau to DCR	Date:		
				1	DCR	Duit.		
Review/Approvals: Program Contract D	Developer:	<u>Name</u>		<u>Initials</u>		<u>Date</u>		
Section/Regional D Bureau Budget:	irector:							
Bureau Contact: Bureau Director:								
Funds Certification Budget: BAS Contract Revie	ew:							

Scope of Services

The Scope of Services must contain at a minimum the type, quantity, place, time, and purpose for the proposed services to be rendered or received. When drafting the Scope of Services you should be able to answer the following questions about the proposed services: who, what, when, where, how, how many and how often. Staff responsible for initiating the contract must assure that the Scope of Services clearly and adequately addresses these minimum standards.

The Scope of Services should be in narrative format, explaining what is expected from a vendor in terms of services and/or deliverables. It should include goals, objectives, and timelines that are reasonable. Good references include directives from funding sources, past contracts, and peer groups. Properly phrased "Scope of Services" will allow HSA to carefully evaluate vendor performance.

For new contracts, or renewals that have changes, e-mail this information to your contract administrator. It is very important that any approved amendments be considered when you submit the paperwork for renewal.

DEFINITIONS

Contract Processing Deadlines -

This sheet lists the due dates for Intents to Contract to be forwarded to the Contract Section. These dates are based on the start date of the contract. A six-month turn-around time is requested for routine renewals.

Contract Processing Worksheet -

A contract processing worksheet (Intent) is required to be completed and submitted for any contract transaction.

Scope of Services -

The Scope of Services details the proposed services to be rendered or received.

Grant Budget Forms -

To be completed by central office program staff and submitted with Scope of Services and Intent form.

Base Contract -

A fully approved, original contractual agreement prior to any amendment; as in, all amended contracts began as a base contract.

Procurement Methods -

Procurement method is the process by which the state selects a party with whom it will make a no cost, revenue, or fee-for-service contract. A grantee selection process, determined at the discretion of the grantor, is the process by which the state makes a grant award.

The following table details threshold, contract amounts and the simplest procurement methods that the procuring agency may use to buy the service. The procuring state agency may use the procurement method indicated or, contingent upon F & A approval, a more formal, structured method.

Contract Amount	Procurement Method
greater than \$10,000	Request for Proposals (RFP)
NO greater than \$10,000	Competitive Negotiation
NO greater than \$5,000	Non-Competitive Negotiation
less than \$500	Non-competitive Negotiation and Authorization to Vendor for Procurement < \$500

To be competitive, a procurement method must include a consideration and comparison of potential contractors, based upon both cost and quality (i.e., service provider qualifications, experience and technical approach). The terms "proposal," "bid," "quote," and "offer" shall all denote that which a service provider provides for competitive consideration and comparison under any competitive procurement methodology.

Request for Proposals -

A grantee selection process, determined at the discretion of the grantor, is the process by which the state makes a grant award. If the amount of the contract is greater than \$10,000 then the procurement method should be a Request for Proposals (RFP). Detailed instructions for completing a RFP can be found at http://www.state.tn.us/finance/rds/ocr/model.html Allow 6 months to complete the process, and involve contract staff in early stages of discussions.

Request for Grant Proposals -

A request for grant proposal is a process utilized by the Department of Health. It is patterned after the RFP process, but is not scrutinized by the Department of Finance and Administration. The RFGP process is utilized when a program is seeking services that may be provided by several vendors and proposals are solicited, evaluated and grants awarded. Allow 3-6 months to complete the process and involve contract staff in early stages of discussion.

Contact Bureau Contract Administrator for current RFGP format.

*Competitive Negotiation -

*Alternative Competitive Procurement Method -

Non-Competitive Negotiation -

A procuring Agency may NOT begin any Competitive Negotiation process before written F&A approval. The procuring agency staff must submit a request to OCR for F&A approval at least 60 days before the proposed contract start date (permitting time to complete an RFP process if required).

http://www.state.tn.us/finance/rds/ocr/model.html

A procuring Agency may NOT begin any Alternative Procurement Method before written F&A approval. The procuring agency staff must submit a request to OCR for F&A approval at least sixty (60) days before the proposed contract start date (permitting time to complete an RFP process if required.) Any request received by F&A less than sixty (60) days before the proposed contract start date will require an additional memorandum of explanation from the procuring agency head and will result in OCR submitting the request to F&A executives for additional review.

http://www.state.tn.us/finance/rds/ocr/model.html

A procuring Agency should never request approval to use Non-Competitive Negotiation before making substantive efforts to identify reasonable, competitive, procurement alternatives (rather than to use non-competitive negotiation). http://www.state.tn.us/finance/rds/ocr/model.html

Note: Use of the "only one uniquely qualified" criteria will require proof that the service provider is the one and only, uniquely qualified, service provider anywhere.

Being the "only known" or "best" service provider to perform the service as desired is not deemed adequate justification.

*Non-Competitive Amendment -

A Non-Competitive Amendment is any contract amendment that changes a contract beyond that which is clearly provided and permitted in the base contract and the associated procurement process. The Procuring agency staff must submit a request to OCR for F&A approval at least sixty (60) days before the proposed contract amendment start date. http://www.state.tn.us/finance/rds/ocr/model.html

Revision -

*No Cost Contract -

Does not increase or decrease the total funds of the contract, but merely reallocates the amounts by line items.

A No Cost Contract is a contract that does not result in a payment obligation between the contract A No Cost Contract must have an approved procurement basis and requires the competitive selection of the contractor, except competitive contractor selection and prior approval is not required for a No Cost Contract with a federal or Tennessee state or local government entity or education institution. Except as noted above, a No Cost Contract Request must be submitted to OCR for F&A approval at least sixty (60) days before the proposed contract start date. The no cost contract request form together with the Procurement Process Summary is still required before submitting final paperwork to F&A.

http://www.state.tn.us/finance/rds/ocr/model.html

*Revenue Contract -

A Revenue Contract is used to establish a contract in which a state agency provides specific deliverable services for monetary compensation. A Revenue Contract must have an approved procurement basis. A Revenue Contract requires the competitive selection of the contractor, except competitive contractor selection and prior approval is not required for a Revenue Contract with a federal or Tennessee state or local government entity or education institution. Procuring Agency staff must submit a non-competitive, Revenue Contract Request to OCR for F&A approval at least sixty (60) days before the proposed contract start date.

http://www.state.tn.us/finance/rds/ocr/model.html

NOTE: Any request received by F&A less than sixty (60) days before the proposed contract start date will require an additional memorandum of explanation from the procuring agency head and will result in OCR submitting the request to F&A executives for additional review, scrutiny, and communication with the procuring agency head.

Rule Exception Request -

A procuring agency may seek the F&A Commissioner's approval of an exception to the rules governing service contracts by submitting a written request to OCR.

Delegated Grant Authority -

A Delegated Grant Authority (DGA) allows a state agency to issue grants, without further approvals, for an individual program within specified limits and guidelines. A DGA may have a term of up to 60 months and must have 11 or more individual grants.

Delegated Purchase Authority -

A Delegated Purchase Authority (DPA) allows a state agency to purchase services for an individual program or activity, without further approval, within specified limits and guidelines. The DPA may not be for more than one (1) state fiscal year.

Authorization to Vendor -

To be completed and returned to program.

Bureau of Health Services Vendor Acknowledgement –

To be completed and returned to program.

Dual Services Agreement -

A document in which two state agencies detail and agree to allow the employee of one agency to do and be paid for work performed on the employee's own time, for the other agency. (A.k.a. Memorandum of Agreement for Employee Services) Bureau Policy – Contracts 1.18.

Contract -

An agreement between two or more parties which creates an obligation to do or not to do a particular thing; the essential elements are: competent parties, subject matter or purpose, a legal consideration, mutuality of agreement, and mutuality of obligation.

Fee for Service Contract -

An agreement in which the State makes an obligation to pay a contractor a specific fee for a specific service.

Grant -

A grant is a contract used to effect an award of funding or property to a grant recipient or grantee. A Grant shall benefit the general public or some population of the general public. Deliverables pursuant to a Grant Contract shall be comprised of services to third party beneficiaries rather than services provided to the State. Prior approval from F&A is not required for a Grant Contract.

Endowment Grant -

A Grant Contract effecting an award and conveyance of funds or property to a grantee for a particular purpose such that will benefit the general public or some population of the general public.

Note: An endowment Grant may only create a vendor relationship as defined by Policy 22. (Subrecipient Monitoring.)

Affiliation Agreement -

This type of Agreement (No Cost Contract) allows student interns to obtain fieldwork experience in public health.

NOTE: *Allow Bureau 30 days lead time on any process requiring 60 day prior approval from F&A.

Any updates received from the Department of Finance and Administration will be shared with contract staff in program areas.

Grant Budget Form (www.state.tn.us/finance/rds/ocr/model.html)

The Grant Budget should include the following: (as attachment, as appropriate)

A salary detail is required to include individual's name, position title, monthly salary, months worked, percent of time worked; and total amount to be charged to Contract. The line item detail should be actual amount, with the total amount rounded and carried to the Grant Budget.

Professional Fee/Grant & Award Detail is required and should include specific services. "To be determined" is not acceptable.

Travel/Conference & Meetings Detail is required and should include a total only for routine travel; in state/Out of State Conferences and Meetings should be itemized. Total cost would include both amounts. Routine travel is defined as local travel associated with employee's job duties.

Capital Purchases (\$5,000 or above) Detail is required and should include an itemization and explanation. UCC1 form is required.

Grant budget instructions require that a detail be attached for Interest, Depreciation, and Other Non-Personnel Expense, if allowed. If not allowed, delete the reference to "detail attached."

For indirect cost/administrative cost, if allowed, include percent. If using the federal mandated rate, include a copy of that documentation; if using the administrative costs, included approved confirmation of allocation plan. (contact Doug Curry in the Bureau of Administrative Services, phone: (615) 532-7115, e-mail Doug.Curry@state.tn.us.)

Please tell us what the indirect cost rate is based on. Is it salary and benefits only, salaries, or total contract amount?

Grantee Match or contractor participation should be indicated on the budget. Grantee Match is defined as a requirement mandated by a federal grant. Contractor participation is when the contractor wants to indicate how much his agency is contributing to the program.

ATTACHMENT ____ GRANT BUDGET

GRANTEE Henderson County Government SAMPLE

PROGRAM AREA: Local Health Services

Refer to Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the Internet at: http://www.state.tn.us/finance/rds/ocr/policy03.pdf

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: 7/1/2005 - 6/30/2006

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH (participation)	TOTAL PROJECT
1	Salaries (Detail Attached)	\$99,300.00	\$0.00	\$99,300.00
2	Benefits [20.1%)]	\$20,000.00	\$0.00	\$20,000.00
4, 15	Professional Fees / Grant Awards	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel / Conferences & Meetings (Detail Attached)	\$5,000.00	\$0.00	\$5,000.00
13	Interest	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel	\$0.00	\$0.00	\$0.00
20	Capital Purchase (detail attached)	\$66,000.00	\$0.00	\$66,000.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$190,300.00	\$0.00	\$190,300.00

Attachment (#)

GRANT BUDGET DETAIL – Page 2 of 2

Henderson County Government-Local Health Services

LINE-ITEM DETAIL FOR: Salaries	AMOUNT				
Public Health Office Assistant, \$1602x12x100%	\$19,224.00				
Vacant Nurse Assistant 2, \$1223x12X100%	\$14,676.00				
Vacant Public Health Nurse 2, \$3193x12x100%	\$38,316.00				
Vacant Social Worker 2, \$2256x12x100%					
TOTAL ROUNDED	\$99,300.00				

LINE-ITEM DETAIL FOR: Travel/Conferences and Meetings					
Local Travel	\$565.00				
MCH Director's Meeting, Washington, D. C., August, 2004	\$2,000.00				
ATSDR Annual Meeting, New Orleans, mandated by Federal Grant #					
2 staff at \$1200 each	\$2,400.00				
TOTAL ROUNDED	\$5,000.00				

LINE-ITEM DETAIL FOR: Capital Purchases			
Video Conferencing Equipment	\$20,000.00		
Generator	\$40,000.00		
Satellite Dish	\$6,000.00		
TOTAL ROUNDED	\$66,000.00		

AMENDMENTS/ REVISIONS TO CONTRACTS/GRANTS

A. Amendment (Fee-For-Service or Grant Contract)

An amendment is a written contract document that changes, adds or deletes one or more terms or conditions of an existing contract/grant. It shall be the practice of the state to enter only into contracts/grants that are complete and thorough. However, during the course of a contract/grant, it may become necessary to change, add to, or delete from the terms and conditions of the contract/grant. Amendments are necessary when contract funds are increased or decreased; when the contract/grant term is increased or decreased; when there is a revision, addition or deletion in the contract/grant scope of services or other contract/grant provisions. All contract/grant amendments require the signatures of the original contracting parties and the approvals of all parties who approved the original contract/grant. Before a Non-Competitive contract can be amended, a **Non-Competitive Amendment Form may need to be submitted and approved in advance by F&A. A Procurement Process Summary, the original base contract, and any preceding amendments must accompany each amendment request. When appropriate, amendments must also contain revised Grant Budget forms.

**Before initiating a non-competitive contract amendment refer to F&A website http://www.state.tn.us/finance/rds/ocr/policy.html Policy 07.a, for more detail.

B. In order to execute a contract/grant amendment:

- 1. The contractor/grantee must be the same contractor/grantee referred in the original contract/grant.
- 2. Any changes in services are within the original scope of the contract/grant.
- 3. Any changes in services are a logical extension of the original scope of the contract/grant.
- 4. A procuring agency may not submit a contract amendment for approval after the end date of the contract. In exigent circumstances, it may be possible for the procuring agency to draft a new contract and request approval to procure the new contract based upon Non-Competitive Negotiation. Such a request requires documentation of reasons why the procuring agency did not initiate a timely contract amendment.

Note: A significant change in the contract/grant scope of services or other contract/grant terms and conditions may require a new contract/grant rather than an amendment. If there are questions concerning the appropriate use of amendments, please call the Contract Office.

C. Budget Revision

A budget revision is executed when a contractor/or program director requests revision of the line items of an existing approved contract. A budget revision does not increase or decrease the total funds of the contract, but merely reallocates the amounts by line item. The Department's budget revision policy follows this section. A budget revision can only be processed on an approved contract.

CONTRACT/GRANT BUDGET REVISION POLICY

During the course of a fiscal year, situations occur that warrant the need for a budget revision to a contract/grant. In this regard, and in broad terms, there are two types of revisions: those that require approval by the Department <u>prior</u> to the expenditure of revised amounts and those that do not require prior approval.

• Revisions (either increases or decreases) from the amount reflected in the grant budget for the following three (3) line items must be approved by the Department prior to the expenditure of funds:

Salaries (see revised salary policy for contractor/grantee)
Benefits
Travel/Conference and Meetings

Revisions to these line items must be requested regardless of the amount and will be considered on a case by case basis.

• Cumulative revisions (either increases or decreases) amounting to more than \$1,000 from the amount reflected in the grant budget for any other line items must be approved by the Department prior to the expenditure of funds. Cumulative revisions less than \$1,000 do not require prior approval.

The request for a budget revision must be submitted to the Department by the contractor/grantee or program director. This request can be by e-mail or in letter form outlining and justifying the needed changes. Documentation should be provided to indicate that the contractor/grantee and program director are in agreement with the requested revision. The request must also be accompanied by the nine-column "Revised Grant Budget Summary" and appropriate detail pages. Once approved by appropriate officials, the Contractor/Grantee shall be forwarded approved copies at which time expenditures may be incurred in accordance with the revised Grant budget.

Requests for budget revisions must be made <u>in advance but no later than the date the final</u> expenditure report is due.

SECTION 2

TENNESSEE DEPARTMENT OF HEALTH REVISED SALARY POLICY FOR CONTRACTORS EFFECTIVE JULY 1, 1997, AND FOLLOWING

For the purpose of this policy, salary is defined as including salary and benefits.

Effective July 1, 1997, the policy regarding salary increases and/or adjustments for contract employees shall be as follows:

- 1. For employees of Community Service Agencies, Human Resource Agencies and Tennessee Opportunity Programs, salary increases shall be allowable provided they are consistent with salary increases received by State employees. If state funds are provided to the Department for this purpose or if other sources of funding are available to the Department (e.g. additional federal funds) then such funding shall be provided to the contractor and shall be reflected in the approved contract budget. In the event additional funding is not provided nor available for salary increases, such increases can still be given provided funding is made available through transferring funds from "Other" to "Salaries and Benefits" and, provided further, that such adjustment is reflected on the approved contract budget. Other salary adjustments (i.e. reclassifications, promotions, or benefits adjustments) shall be allowable provided funding is made available by the Department of savings in "Other" categories is available and provided approval is received from the Department prior to the adjustment.
- 2. For employees of State agencies, State colleges and universities and the University of Tennessee, salary increases for contract employees shall be consistent with the policy for all State employees. Other salary adjustments (i.e. reclassifications, promotions, or benefits adjustments) shall be allowable provided funding is made available by the Department or savings in "Other" categories is available and provided approval is received by the Department prior to the adjustment.
- 3. For employees of county governments who work in rural health departments, salary increases and/or adjustments shall be permitted provided they are consistent with the salary policy for all other employees of those county governments.
- 4. For employees of all other contract agencies, including metropolitan health departments, salary increases and/or adjustments (i.e. reclassifications, promotions, or benefits adjustments) are allowable, subject to the following:
 - a. Salary increases and/or adjustments shall be consistent with the salary policy of the contract agency;
 - b. Participation by the State in the funding of salary increases and/or adjustments shall be limited to the amount reflected in the approved budget of the contract. Such amounts may be adjusted by amendment or revision upon approval by the Department.

It is not the intent of this policy to deny, prohibit or interfere with the implementation of the Contractor's salary policy but instead to limit the Department of Health's participation in the cost based upon funds available to the Department. This policy also does not preclude the Contractor from giving increases; promotions, reclassifications or adjusting benefit payments, to its employees provided they are funded with resources to the Contractor from sources other than the Department of Health. Therefore, financial support is limited to the policy set forth herein.

SUBGRANT PROCEDURES

- 1. The grantee submits a "draft" subgrant to the program area for prior approval, which includes at a minimum, clauses listed on the next page.
- 2. The program area reviews the "draft" subgrant Scope of Service and budget for compliance with program objectives. If deemed not appropriate, the program works with the grantee until the program's objectives are met. Once approved by the program, the "draft" subgrant is submitted to the Bureau's Fiscal Services Section (FSS) with a memo giving program approval ("draft" subgrants are not to be submitted to FSS staff until Lead Agency's Grant Contract is approved).
- 3. FSS staff review the "draft" subgrant for compliance with financial and grant policies. If deemed not appropriate, the program area will work with the FSS staff until the "draft" subgrant is in compliance with financial and grant policies. Once in compliance, the approved "draft" subgrant is returned to the program area and program area returns to grantee with approval to enter into the subgrant, with appropriate copies to the FSS staff.
- 4. The grantee executes the approved subgrant, submits two copies to the program area, and ensure subgrantee retain a copy on file.
- 5. The program area (as well as FSS staff) reviews the executed subgrant to verify all requested changes to Scope of Service and budget are incorporated into the final subgrant. One executed copy is filed in the program files. The program forwards the second executed copy to FSS for the grant file.

SUBGRANT AMENDMENT PROCEDURES

- 1. The Grantee submits a "draft" subgrant amendment to the program area for prior approval.
- 2. Follow steps 2 through 5 above.

No "Draft" Subgrant Amendments are to be submitted to FSS staff before Subgrant is approved. All amendments are to be submitted in numerical order, i.e. Amendment #2 is not to be submitted for approval before Amendment #1 has been processed and approved.

REQUIRED PARAGRAPHS FOR SUBGRANTS

<u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

<u>Lobbying</u>. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

<u>Public Accountability</u>. If this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee agrees to display a sign stating:

"NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Grant supported services.

<u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

State of Tennessee Comprehensive Travel Regulation



THIS POLICY IS AVAILABLE ON THE INTERNET. PLEASE GO TO:

http://www.state.tn.us/finance/act/policy8.pdf

ADOBE ACROBAT IS A FREE PROGRAM THAT CAN READ PDF FILES. TO DOWNLOAD, PLEASE GO TO:

http://www.adobe.com/products/acrobat/readstep.html

IF YOU ARE UNABLE TO OBTAIN A COPY OF THIS POLICY OVER THE INTERNET, PLEASE CALL THE BUREAU OF HEALH SERVICES AT (615) 741-7305 AND ASK TO SPEAK WITH SOMEONE IN FISCAL SERVICES.

CAPITAL PURCHASES

Equipment/Capital Purchase consists of machinery, implements, tools, furniture, vehicles and other apparatus with a unit cost of \$5,000 or more.

UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM UCC – 1

Completion of this form is required for all purchased equipment that equals or exceeds \$5,000.

State agencies and component units are exempt from filing the UCC1 form. For information on component units go to: http://www.state.tn.us/finance/act/cafr_fy03/cafr_fy03.pdf

Immediately upon purchase, but no later than thirty (30) days after receipt of said equipment, the agency shall complete the Form UCC-1. Program staff will be responsible for follow up with contractors to ensure this requirement is met.

- a. The Agency should complete the UCC-1 form and send it, together with a check in the amount of \$15.00 made payable to the Secretary of State, directly to the Department of Health utilizing the same contact for the processing of the contract.
- b. The Department of Health will file the Form UCC-1 with the Secretary of State.
- c. The Secretary of State will return the filed copy of the Financing Statement to the Secured Party.

THIS FORM AND INSTRUCTIONS ARE AVAILABLE ON THE INTERNET. PLEASE GO TO:

http://www.state.tn.us/sos/forms/uccn1.pdf

ADOBE ACROBAT IS A FREE PROGRAM THAT CAN READ PDF FILES. TO DOWNLOAD, PLEASE GO TO:

http://www.adobe.com/products/acrobat/readstep.html

IF YOU ARE UNABLE TO OBTAIN A COPY OF THIS POLICY OVER THE INTERNET, PLEASE CALL THE BUREAU OF HEALTH SERVICES AT (615) 741-7305 AND ASK TO SPEAK WITH SOMEONE IN FISCAL SERVICES.

INVENTORY CONTROL REPORT

Completion of this report is required for all purchased equipment that equals or exceeds \$5,000. This report must be resubmitted if location or condition change. Submit this report to the same contact for the processing of the contract.

TENNESSEE DEPARTMENT OF HEALTH INVENTORY CONTROL REPORT

CON	RACIOR S NAME A	ND ADD	KLSS					CO	NTACT PER	SON.			
					_								
					_				REPORT D	OATE:			
Item #	Description	Serial #	Equip. Tag#	Acquisition Date	Acquisition Cost	Check #	Amount of Contract Funds Applied To Purchase	Contract #	Location of Item Code*	Condition Code*	Depreciation Method	Annual Depreciation Amount	Disposition Date
Cont I cer with	es are located on additional ractor Comments: tify, to the best of ractor the terms and conducted through the control of the terms and conducted through the terms and conducted through the terms are the terms and conducted through the terms are the terms and conducted through the terms are the terms are the terms and conducted through the terms are	my know litions o	f any cor	ntract(s) with	the Tenness	see Depa	rtment of Health,	and that un					
Cont	ractor's Authorized	d Signat	ure	_		T				Date			

CODES FOR INVENTORY CONTROL REPORT

Condition Codes

The following codes are to be used under the column heading "Condition Code" of the Tennessee Department of Health Inventory Control Report. These codes reflect the condition and status of equipment purchased with contract funds.

- A Excellent
- B Used and Functional
- C Used but requires repairs or replacement
- D Salvage: Not functional; little or no monetary value
- E Equipment could not be located due to loss or theft (Contractor must file a lost or stolen property report with the Tennessee Department of Health, Office of Internal Audit. Indicate the date of the lost or stolen property report under the column heading "Disposition Date").
- F Equipment sold or otherwise disposed of (indicate the date of disposition transaction under the column heading "Disposition Date." The contractor must have prior written approval to dispose of equipment purchased with contract funds).

Location Codes

The following section must be completed by the contractor/grantee to indicate all locations of equipment obtained through any contract(s) held with the Tennessee Department of Health. The code number corresponding to the appropriate address must be used under the column heading "Location Code."

Location	Address								
Code	Street	Room Number	City	State	Zip				
1									
2									
3									
4									

SECTION 3

PROGRAM STAFF: INVOICE CONTACTS

Invoices that have program approval to be paid should be sent to the attention of the contact person assigned to your allotment code listed below. If you were instructed to send the Invoices to your Regional Accountant, please do so. He/she will then review and submit the Invoice.

Department of Health Contact		
Person	Phone Number	Assigned Allotment Code*
		343.39, 343.47 and 343.52
Cristina Alford	(615) 253-3406	
		343.49, 343.53, and
Bertha Deweese	(615) 532-2214	343.60

^{*} The allotment code can be found on the contract summary sheet of your contract package.

Please deliver your invoice to the Bureau or use messenger mail to the attention of the appropriate contact person at the address below:

Bureau of Health Services Fiscal Services Section 4th Floor, Cordell Hull Building 425 5th Avenue North Nashville, Tennessee 37247-4501

GRANT/CONTRACT REIMBURSEMENT INSTRUCTIONS

Instructions for completing the monthly Invoice for Reimbursement form (refer to the example on the 2nd following page):

#1	Name and Remittance Address of Contractor/Grantee: Complete mailing address of agency that is requesting reimbursement.
#2	Invoice number (Contractor/Grantee assigns the number): Examples $-1,2,3$ or $07,08,09$. This notation will appear on the Automated Clearing House (ACH) notice.
#3	Invoice Ending Date: Example $-7/31/XX$ or $8/31/XX$, the period being billed.
#4	Federal I.D. Number: Example - V-62-1000000-00. Make sure to write the complete number as well as the correct letter in front of the Federal I.D. number. This letter will either be a "V" or "C".
#5	Contract Period: Example $-7/01/XX$ to $6/30/XX$ Defined in contract/grant.
#6	Contracting State Agency: Tennessee Department of Health.
#7	Contact Person/Telephone No: Agency contact in case of a question on the invoice. It is very important that the contact person be the individual who generates the invoice , not the individual who signs it.
#8	Contract Number: Example $-$ Z-01-000000-00, the assigned number on the completed contract/grant.
#9	Program Area: Examples – Healthy Start, AIDS Prevention, Multiple Services, etc.
Column 1	Cost Categories or Program: Cost categories examples : salaries, benefits, travel. Program examples : Health Promotion, Genetics, HOPWA, Black Health, Hemophilia, etc.
Column A	Total Contract/Grant Budget: Amount as defined by contract/grant.
Column B	YTD Actual Expenditures Through: Fill in the most current actual expenditures (in most cases, this column on the first invoice would be -0-).
Column C	Monthly Estimated/Actual Expenditures: Fill in the amount to adjust current month's estimated expenditures for expenditures that were over/under estimated in prior months.

Column D Monthly Estimated/Actual Revenue: Fill in the amount to adjust current month's estimated revenue for revenue that was over/under estimated in prior months.

Column E Amount Due: The total of Column C minus Column D. Make sure this column is completed. It represents the amount that needs to be reimbursed to the vendor.

Contractor's/Grantee's Authorized Signature Section: An original signature in blue ink, title and date are required.

Additional Information:

- A. WIC/CSFP Invoices: Send the original WIC invoice and the cost center allocation spreadsheet. Metro contractors should enter the WIC Other expenses, the WIC Nutrition Education expenses, and the WIC Breastfeeding expenses on the cost center allocation spreadsheet. The rural regional accountants should enter the TOPS/HRA expenses by County on the cost center allocation spreadsheet. This is required in order to determine the correct cost centers to be charged. The invoices will not be processed if the spreadsheet is not submitted. WIC and CSFP contracts are entered into the State accounting system with 75% (October-June) of the funds in one State fiscal year and the other 25% (July-September) of the funds in the next State fiscal year. We will not be able to pay invoices that total more than 75% of the contract for the October-June period (if this does not apply to you, please disregard).
- B. Submit the original invoice only (do not make additional copies). The Department of Health will not process invoices that are faxed or copied.
- C. When submitting an Invoice with estimated amounts, this figure cannot exceed the monthly amount of the contract. For instance, if the contract period is 12 months and the contract amount is \$60,000, then the estimated Invoice should not exceed \$5,000 (\$60,000/12 = \$5,000). If for some reason the estimate exceed the monthly amount of the contract and the vendor needs the funds, then a written explanation will have to be submitted and be approved by the Department of Health.
- D. The Department of Health can only pay one month in advance.
- E. If a negative Invoice is received, it will not be processed.
- F. It is recommended that Vendors should submit one Invoice per month (except when submitting a final billing). The Invoice should either be an actual or an estimate, but not both (submitting both causes confusion and may cause over spending).
- G. When sending the quarterly financial reports, do not include Invoices.
- H. Year-End Information: Our fiscal year starts July 1st and ends June 30th. We usually stop processing payments for a fiscal year in July. Setting up any appropriate accruals takes four to six weeks. In order to avoid delay, we recommend that you submit an

- estimate invoice in June to cover the remainder of the fiscal year. You must send a final invoice by the date according to your contract (section C.6.).
- I. During the last quarter of the state fiscal year (April June), the quantity of Invoices for reimbursement increases. Instead of taking 20 working days for an Invoice to get paid, it may take over six weeks. Please make a note of this situation and plan accordingly.
- J. Invoices for Reimbursement cannot be sent through electronic mail (e-mail). To comply with state policy, the state must have an original signature on every invoice submitted. In the future, if this policy changes, all vendors will be notified immediately.
- K. The signature date should not be a future date. It should reflect the actual date the invoice was signed. For example, if an invoice for the month of May was signed on 5/16/04, then the signature date should NOT be 5/31/04. It should be 5/16/04.
- L. The original invoice needs to be signed in BLUE INK. If the signature is in black ink and our office is not able to tell whether the invoice is an original or a copy, the vendor will be asked to resubmit that invoice with the signature in blue ink.
- M. Any financial audit requests for "confirmation of payment" should be sent directly to Doug Curry:

Division of Fiscal Services 10th Floor, Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37247-0310

STATE OF TENNESSEE INVOICE FOR REIMBURSEMENT

Name and Remittance Ad	ldress of Contractor/Grante #1	e		Invoice Number	#2	
	<u>#1</u>			Invoice Ending Date	π2	
					#3	
				Contract Period	m	
Federal ID #	#4			From	To #5	
Contracting State Agency				Contact Person/Telephon	e Number	
	#6				#7	
Contract Number	#8			Program Area	#9	
(Column 1)	(A)	(B) YTD Actual Expenditures Through	(C) Monthly	(D) Monthly	(E) (C minus D)	
Cost Categories or Program	Total Contract Budget	(mm/dd/yy)	Estimated/Actual Expenditures	Estimated/Actual Revenue	Amount Due	Allotment Code and Cost Center
Total						
are correct and that all expe	enowledge and belief that the conditures were made in according that payment is due and has r	lance with		RECO	MMENDED FOR PAYMEN	Т
CONTRACTOR'S/GRA	NTEE'S AUTHORIZED SIGNA	TURE PROGRAI	M APPROVAL AUTHORIZED	SIGNATURE CONTR	ACTING STATE AGENCY'S A	UTHORIZED CERTIFICATION
Title:		Title:		Title:		
Date:		Date:		Date:		

INSTRUCTIONS FOR COST ALLOCATION PLANS

Each subrecipient must prepare a narrative describing in detail the methods used to allocate costs to the various programs. The plan should include an organizational chart and documents and schedules to support the allocation methods.

The following guidelines should be used in the preparation of the plan.

- A. The nature of the charges to be allocated will depend on the sophistication of the accounting system. The more sophisticated the system, the fewer the types of charges that will be treated as allocable direct expense and included for distribution. For example, if each employee keeps a detailed time report, the payroll expenditures might be charged directly to each program, and cost allocation per se would not be involved.
- B. The cost allocation plan must include plans for allocation of allocable direct costs as well as administrative costs. Allocable direct costs will be included with other direct costs of the program in reports to the grantor. Allocations that are reported in separate line items on the grantor reports should involve the administrative cost pool only.
- C. An entity may wish to have more than one cost allocation pool so that certain types of costs are allocated on different bases.
- D. All proposed cost allocation plans developed by the contractor/grantee must be reviewed and approved by the entity's designated cognizant state agency.
- E. Once the cost allocation plan has been approved by the cognizant state agency, all other funding state agencies must accept the approved plans. Where a contracting state agency has reason to believe that special factors affecting its awards necessitates special consideration, the contracting state agency should communicate this to the cognizant state agency.
- F. If a dispute arises between the cognizant state agency and a contracting state agency, the dispute shall be resolved through an appeals process headed by the Commissioner of Finance and Administration or his/her designee.

Note: These instructions are on page 6 of Policy 03, which is available on the Internet at the following link:

http://www.state.tn.us/finance/act/policy3.pdf

Adobe acrobat is a free program that can read PDF files. To download, please go to:

http://www.adobe.com/products/acrobat/readstep.html

NOTICE TO ALL AGENCIES FOR WHICH THE DEPARTMENT OF HEALTH IS COGNIZANT

SEND YOUR COST ALLOCATION PLANS FOR APPROVAL DIRECTLY TO:

Mr. Doug Curry
Department of Health
Division of Fiscal Services
Andrew Johnson Tower, 10th Floor
710 James Robertson Parkway
Nashville, Tennessee 37247-0310
Doug.Curry@state.tn.us

NOTE: REQUESTS FROM INDEPENDENT AUDITORS FOR THE CONFIRMATION OF FUNDS DRAWN AGAINST A CONTRACT/GRANT SHOULD ALSO BE SENT TO MR. CURRY.

DEPARTMENT OF FINANCE AND ADMINISTRATION POLICY 03

Policy 03 – Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies (Revised 12/97)

Generally, this Policy Statement 03 establishes uniform reporting requirements for all subrecipients affected as defined in this policy. This policy statement calls for the development of efficient and effective cost allocation plans and methods of cost determination, under the supervision of the cognizant state agency as determined by the Department of Finance and Administration. Uniform reporting requirements are set forth in Schedules A, B, and C, and Exhibits 1 and 2 of this Policy Statement 03. Guidelines for cost allocation plans are set forth in the Policy for Cost Allocation Plans for Subrecipients of Federal and State Grant Monies section of this Policy Statement 03.

This policy is available on the Internet. Please go to:

http://www.state.tn.us/finance/act/policy3.pdf

Adobe acrobat is a free program that can read PDF files. To download, please go to:

http://www.adobe.com/products/acrobat/readstep.html

If you are unable to obtain a copy of this policy over the Internet, please call the bureau of health services at (615) 741-7305 and ask to speak with someone in fiscal services.

The "Contractor/Grantee" is the agency receiving the state grant. The "Contracting State Agency" is the state agency that gives the grant. Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These would include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Instructions & Hints

Electronic File:

- You can obtain an Excel format of this form.
- Retain this file in blank form.
- Use "File Save As" to save information for a specific contract or reporting period.
- For file names, use the following format: name of agency REPORTING PERIOD END.xls (example: Davidson county health 03-02.xls)
- Do not overwrite formulas (identified by "0" on the blank form).
- Do not overwrite/edit shaded areas (move to the cell beyond the shading for input).
- Reset print ranges if you add additional expense and revenue pages (we do not have time to reset print ranges on hundreds of reports).
- Use page breaks to separate pages.
- If files are not properly named and print ranges not set, the report will be returned for correction
- Do not send a worksheet that is connected to another worksheet
- e-mail completed files to: Doug.Curry@state.tn.us

General Information:

- Reporting period the start and end dates of the quarter being reported
- Grant period the start and end dates of the contract being reported
- Abbreviations please be careful using these so we can identify the agency
- Number pages using the "page____of ____ pages" format
- Send a report even if there is no activity for that quarter
- Expense and Revenue pages can show information for 2 contracts
- Contract Number is the State Contract Number, NOT the agency program number
- Report by program within the State Contract Number
- Summarize programs into totals by State Contract Number
- Do not combine State Contract Numbers
- Use additional expense and revenue pages for more than 2 contracts
- One information page and one expense summary page are required from each contractor submitting reports
- Review Section C 5 in all contracts for reporting requirements
- Allocation of administrative costs requires completion of all attached sheets
- Mail printed reports to:

Doug Curry Tennessee Department of Health Fiscal Services 10th Floor - Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37247-0310

Telephone: 615-532-7115 FAX 615-532-9031

Tennessee Department of Health

Funding Information Summary

AGENCY NAME					
ADDRESS					
CITY, STATE, ZIP					
REPORTING PERIOD: (MM/DD/YY)	FROM:		_	THRU:	
AGENCY FISCAL YEAR END					
COST ALLOCATION:	DOES YOUR ORGANIZATION HAVE	AN APPROVED COST ALL	OCATION PLAN?		
		YES			NO
If yes, Name of organization that approved	d the Plan:				
IF COST ALLOCATION IS APPLIED, IND	ICATE THE METHOD OF ALLOCATION	N:			
Ratio of direct program salaries to total dir	ect salaries applied to administrative cos	st.			
Ratio of direct program expenditure to total	al direct expenditures applied to administ	rative cost.			
Cost step down.					
Other (describe)					
Is your organization:	A private not-for-profit organization?				
	A state college or university, or part of	a city government?			
DIRECTOR			_ PHONE #		
PREPARER OF REPORT			_ PHONE #		
DATE COMPLETED					

Schedule	e A, Part 1	STATE OF TENNESSE	E	PROGRAM EXPI	ENSE REPORT	
CONTRA	ACTOR/GRANTEE				FEDERAL ID #	
	ACTING STATE AGENCY				REPORT PERIOD	
		Program #				
		Contract Number				
		Grant Period				
		Program Name				
		Service Name				_
Schedule	e A					_
Item #	EXPENSE BY OBJECT:		QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages					_
2	Employee Benefits & Payroll Taxes					
3	Total Personnel Expenses		0.00	0.00	0.00	0.00
4	Professional Fees					
5	Supplies					
6	Telephone					
7	Postage and Shipping					
8	Occupancy					
9	Equipment Rental and Maintenance					
10	Printing and Publications					
11	Travel					
12	Conferences and Meetings					
13	Interest					
14	Insurance					
15	Grants and Awards					
16	Specific Assistance to Individuals					
17	Depreciation					
18	Other Non-personnel Expenses (detail	l)				
Α						
В						
С						
D						
19	Total Non-personnel Expenses		0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					
21	TOTAL DIRECT PROGRAM EXPE	ENSES	0.00	0.00	0.00	0.00
22	Administrative Expenses					
23	TOTAL DIRECT AND ADMINISTR	ATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses					
25	TOTAL EXPENSES		0.00	0.00	0.00	0.00

CONTRACTO	R/GRANTEE			FEDERAL ID #	
CONTRACTIN	IG STATE AGENCY			REPORT PERIOD	
	Program #				
	Contract Number				
	Grant Period				
	Program Name				
	Service Name			-	
Schedule B	octvice ivalie				
Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
nom n	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)	0.00	0.00	0.00	0.00
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
	Other State Funds Other Government Funds				
36 37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
	Program Income	0.00	0.00	0.00	0.00
39 40	Other Matching Revenue				
40 41	Total Matching Revenue Funds	0.00	0.00	0.00	0.00
41	Total Matching Revenue Funds	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue	0.00	0.00	0.00	0.00
Reconciliation	Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 less lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)	0.00	0.00	0.00	0.00
58	Advances		1.50	3133	5.00
50	This raimhursament (line 57 less line 58)	0.00	0.00	0.00	0.00

FEDERAL ID#

CONTRAC	CTING STATE AGENCY			REPORT PERIOD	
		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule /	A Year-To-Date Information				
Item #	EXPENSE BY OBJECT:	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
а					
b					
С					
d					
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00	0.00	0.00
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

NOTICE TO ALL AGENCIES

SEND YOUR QUARTERLY AND ANNUAL EXPENDITURE REPORTS DIRECTLY TO:

Mr. Doug Curry
Department of Health
Division of Fiscal Services
10th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37247-0310
E-mail: Doug.Curry@state.tn.us

NOTE: Requests from independent auditors for the confirmation of funds drawn against a contract/grant should also be sent to Mr. Curry

SECTION 4

Title VI and Access for Person with Limited English Proficiency (LEP)

TITLE VI

Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

Any individual, who is eligible for health care, public assistance, or other social services, cannot be denied these benefits because of race, color or national origin.

Any participant regardless of race, color or national origin, if they meet the program eligibility requirements, has the right to participate in:

- Health Care Services, such as prenatal care, hospital inpatient care and long-term care;
- Social Services, such as senior citizen activities and youth services; and
- Any other program services or benefits that receive Federal financial assistance.

Some of the institutions or programs that may be covered by Title VI are:

- extended care facilities
- nursing homes
- hospitals
- mental health centers
- Medicaid
- alcohol and drug treatment centers
- public assistance programs
- adoption agencies
- day care centers
- senior citizen centers
- family health centers and clinics

STATEMENT OF ASSURANCE

The Assurance of Compliance form will be sent to all regional offices, county health departments and sub-recipients. Copies will be kept in a central file. The Assurance of compliance form will be mailed to contractors and recipients on an annual basis.

<u>The Sub-Recipient Title VI Compliance Questionnaire</u> (PH 3436) is a form used by the Tennessee Department of Health that helps sub-recipients evaluate their implementation and compliance programs for Title VI. This form is also mailed out annually.

Limited English Proficiency (LEP)

The United States is a home to millions of minority and national origin minority individuals who are "limited English proficient" (LEP). Many cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies. Because of these language differences and their inability to speak or understand English, LEP persons are often excluded from programs, experience delays or denials of services, or receive care and services based on inaccurate or incomplete information. Also, applicants for services are either turned away, forced to wait for substantial periods of time, forced to find his/her own interpreter who may not be qualified to interpret, or forced to make repeated visits to the provider's office until an interpreter is available to assist in conducting the interview. The lack of language assistance capability among provider agency employees has adverse consequences in the area of professional staff services, such as health services. For these reasons, the President of the United States has issued executive order 13166 Titled "Improving Access to Services for Persons with Limited English Proficiency."

The Office of Civil Rights (OCR) and the U.S. Department of Health and Human Services (HHS) has released a guidance on language access (www.hhs.gov/ocr/lep/). The circumstances outlined in the guidance are intended to provide a "safe harbor" for recipients who desire greater certainty with respect to their obligations to provide written translations.

Individuals who believe their rights have been violated should be encouraged to file a complaint by contacting the following:

Title VI Compliance Director The Tennessee Department of Health Cordell Hull Bldg., 3rd Floor 425 5th Avenue North Nashville, TN 37247 Phone: (615) 741-9421

FAX: (615) 253-1434 Luvenia.Butler@state.tn.us

or

The Tennessee Human Rights Commission 530 Church Street, Suite 400 Nashville, TN 37243

Phone: (615) 741-5825 FAX: (615) 532-2197

SECTION 5

http://www.state.tn.us/finance/rds/ocr/model.html

*Vendor Acknowledgment
*Fiscal Review Committee Questions
*9 Column Budget Revision Form

*Not on website.

BUREAU OF HEALTH SERVICES VENDOR ACKNOWLEDGMENT

By signing below, I hereby acknowledge and understand that:

- I am a Vendor and <u>not</u> a State employee, nor have I been a State employee within the past six months.
- I will <u>not</u> receive any type of benefits as a Vendor, i.e., no health insurance coverage, no holidays, no malpractice insurance, no worker's compensation coverage, no withholding of taxes, no travel reimbursement.
- I am strictly a Vendor providing health care services at an hourly rate.
- I am prohibited from releasing to any unauthorized person any medical information that may come to my attention in the course of my duties. Any breach of confidentiality, patient or otherwise, resulting from my written or verbal release of information or records shall result in the immediate termination of the Authorization to Vendor.
- I have received a copy of the Tennessee Department of Health's policy regarding the maintenance of a drug-free work place. I realize that the unlawful manufacture, distribution, dispensation, possessions or use of a controlled substance is prohibited in the workplace or on state property and violation of this policy shall result in the immediate termination of the Authorization to Vendor. I must abide by the terms of this policy and will notify the Department of Health of any criminal drug conviction or a violation occurring in the workplace no later than five (5) days after such conviction. I acknowledge that I have agreed to comply with the Drug-Free Workplace Policy of the Tennessee Department of Health.
- I have received a copy of the Sexual Harassment Policy of the Tennessee Department of Health and agree to comply with the policy.
- I have received a copy of the Conflict of Interest Policy of the Tennessee Department of Health and agree to comply with the policy.

Signature of Vendor	Signature of Witness	
Date		
Print Vendor's Name		
Vendor's Social Security Number		

FISCAL REVIEW COMMITTEE QUESTIONS

1 (A)	Contractor Name
(B)	Principal Owner
(C)	Contract Number
(D)	Amount of Contract
(E)	Period of Time Covered by Contract
2 (A)	Explanation of service being acquired
	7 8 1
(B)	Need for the service
3 (A)	Was the contract competitively bid?
(12)	The size constant conspectively when
(B)	If not, why not?
(C)	Why was the specific contract selected?
	•
(D)	What experience does the contractor have in providing similar services?
(E)	What previous experience does the contractor have contracting with the state?

4 (A)	Provide documentation of previous acquisition of such service by the procuring
	agency.
(B)	Acquisition method used.
5 (A)	Describe efforts to have state employees perform services covered by the contract.
(B)	What obstacles exist to provision of such services by state employees.
6 (A)	If competitively bid, when was the RFP sent out?
(B)	What was the bid date?
(C)	How much lead time were vendors given to submit a bid?
(D)	How was the RFP advertised?
(E)	What efforts were made to ensure the qualification and interest of multiple vendors in submitting a proposal?
(F)	How many bids were received?
7 (A)	What, if any, weighted factors were used in awarding the contact?

8 (A)	What were the key performance criteria contained in the contract request?
(B)	What monitoring procedures will be used to determine the contractor is meeting
	the requirements of the contract?
(C)	Provide measurable, quantifiable benefits received from contract.
(D)	When applicable, provide information on the number of individuals served under
	the contract.
(E)	What part of the state (if the program/service is not statewide) is served by the
	contract?
9 (A)	If the contract work is being performed as the result of a court order, please
	describe.
10 (A)	Identify source of funding for each contract.

GRANT BUDGET - REVISION

GRANTEE: PROGRAM AREA:	Amendment #
	,
	Revision # RFS #

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD:

		ORIGINAL			DIFFERENCE			REVISED		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH (participation	TOTAL PROJECT	GRANT CONTRACT	GRANTEE MATCH (participation)	TOTAL PROJECT	GRANT CONTRACT	GRANTEE MATCH (participation	TOTAL PROJECT
1	Salaries (detail attached)			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes (%)			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
4, 15	Professional Fees / Grant Awards (detail attached)			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
5	Supplies			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
6	Telephone			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
7	Postage & Shipping			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
8	Occupancy			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
10	Printing & Publications			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
11, 12	Travel / Conferences & Meetings (detail attached)			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
13	Interest			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
14	Insurance			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals (detail attached)			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
17	Depreciation (detail attached)			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel (detail attached)			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
20	Capital Purchase (detail attached)			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
22	Indirect / Administrative Cost (%)			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
24	In-Kind Expense			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00